

87-2016

No.

Supreme Court, U.S.

FILED

MAY 12 1988

JOSEPH F. SPANOL, JR.

CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM 1987

N. HOWARD BRANDT JR.,

Petitioner,

vs.

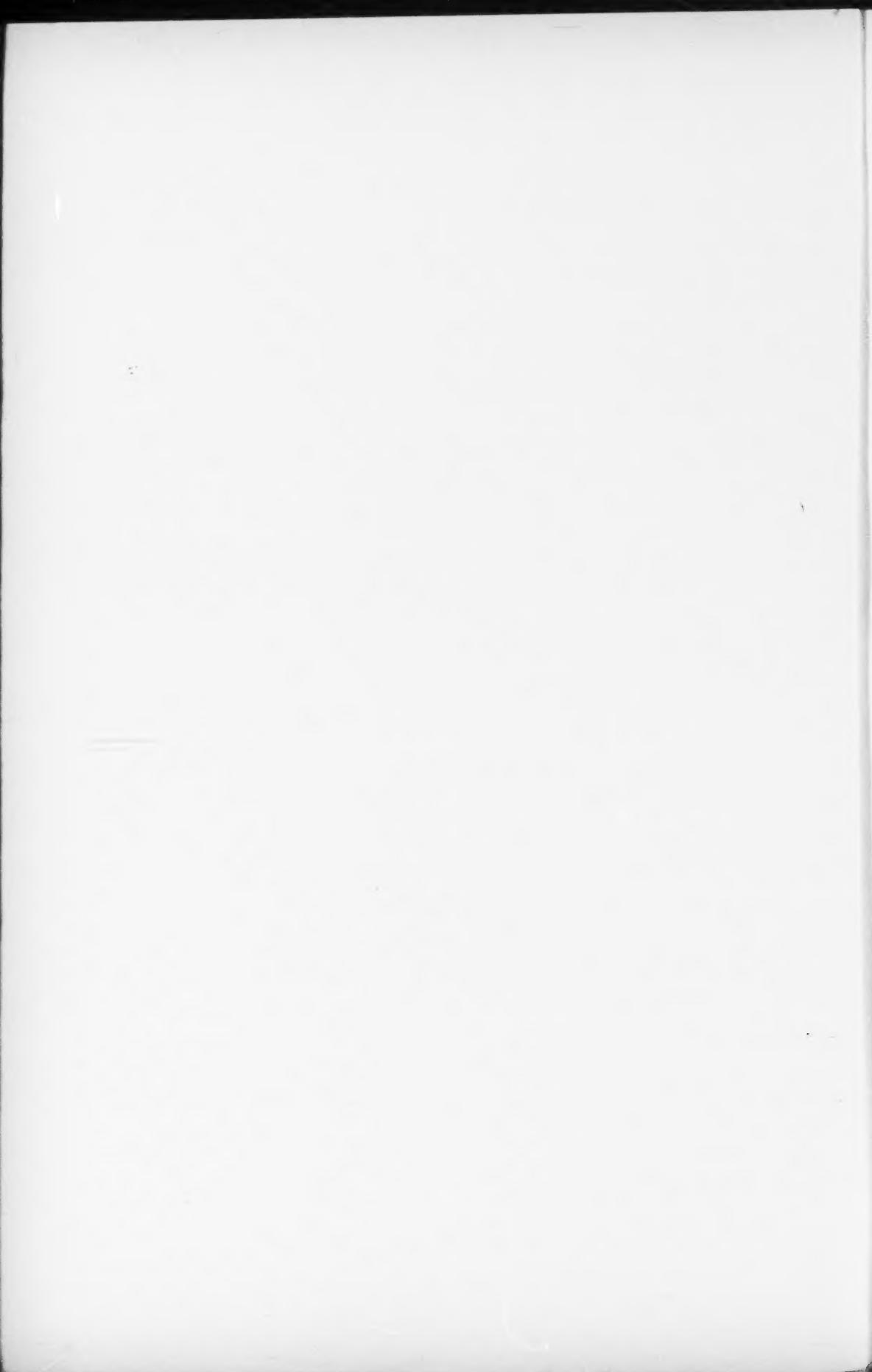
SUPREME COURT OF MINNESOTA,

Respondent.

PETITION FOR WRIT OF CERTIORARI ON APPEAL FROM SUPREME COURT OF THE STATE OF MINNESOTA

N. Howard Brandt Jr.
Petitioner, Pro Se
2011 Edgewood Court
Rochester, MN 55902
507-288-8857

398



QUESTIONS PRESENTED FOR REVIEW

1. Does proof of fraud, conspiracy, and perjury by members of the judicial system of the state of Mn. justify declaring Agreement #2626 filed Dec. 27, 1982 in Olmsted County Court House Family Division Rochester Mn. null & void?
2. Does the refusal of an appeal court judge to recognize fraud, conspiracy and perjury from a transcript of a sworn statement by the petitioner under oath constitute justice & declare an order non appealable?
3. Does the decision of a Supreme Court Judge of the State of Mn. to declare an appeal to his court untimely filed after one of his justices held the request for a deviation to a rule 131 days constitute justice?
4. Will the Supreme Court of the United States recognize injustices & malpractices by members of the judicial system of Mn. and see that justice is done?



LIST OF PARTIES

Justice D. Amdahl Supreme Court Of Mn.

State Capitol

St. Paul Mn. 55155

Justice G. Kelley Supreme Court of Mn.

State Capitol

St. Paul Mn. 55155

Judge H. Krieger Olmsted County Court

Third Judicial District

Rochester Mn. 55901

Judge Niergarter Appellate Court of Mn.

State Capitol

St. Paul Mn. 55155

Justice P. Popovich Supreme Court of Mn.

State Capitol

St. Paul Mn. 55155

Judge Wozniak Appellate Court of Mn.

State Capitol

St. Paul Mn. 55155

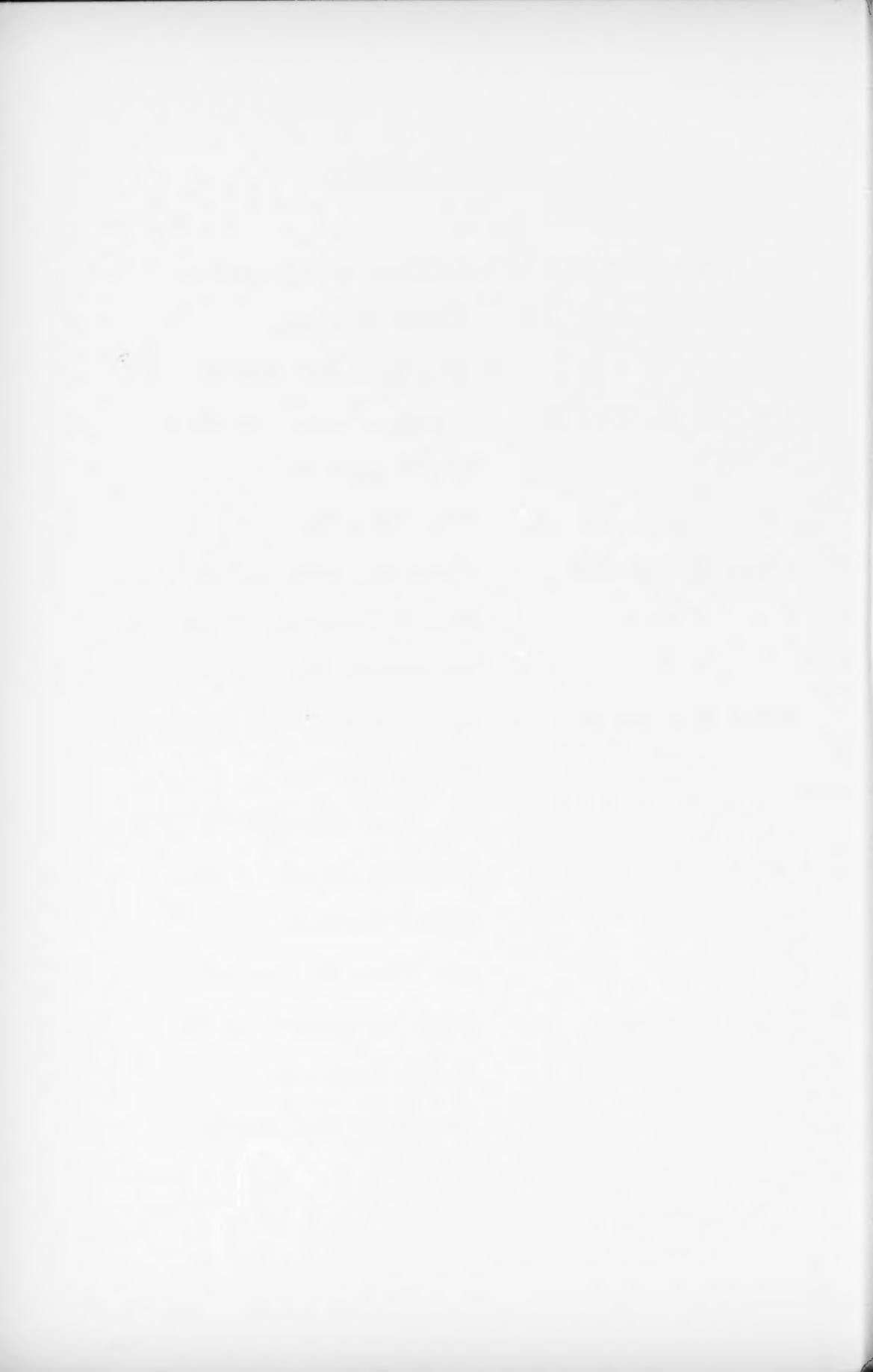


TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
Questions presented for review	1
List of Parties	2
Table of Contents	3
Table of Authorities	4
Writ Of Certiorari	5
Opinion Below	5
Official Court Reports	6
Jurisdiction Of Supreme Court	6
Constitutional Provisions	7
Statement of the Case	7
Conclusion	9
Certificate Of Service	11
Appendix	12
Letter- Board On Judicial Standards	33

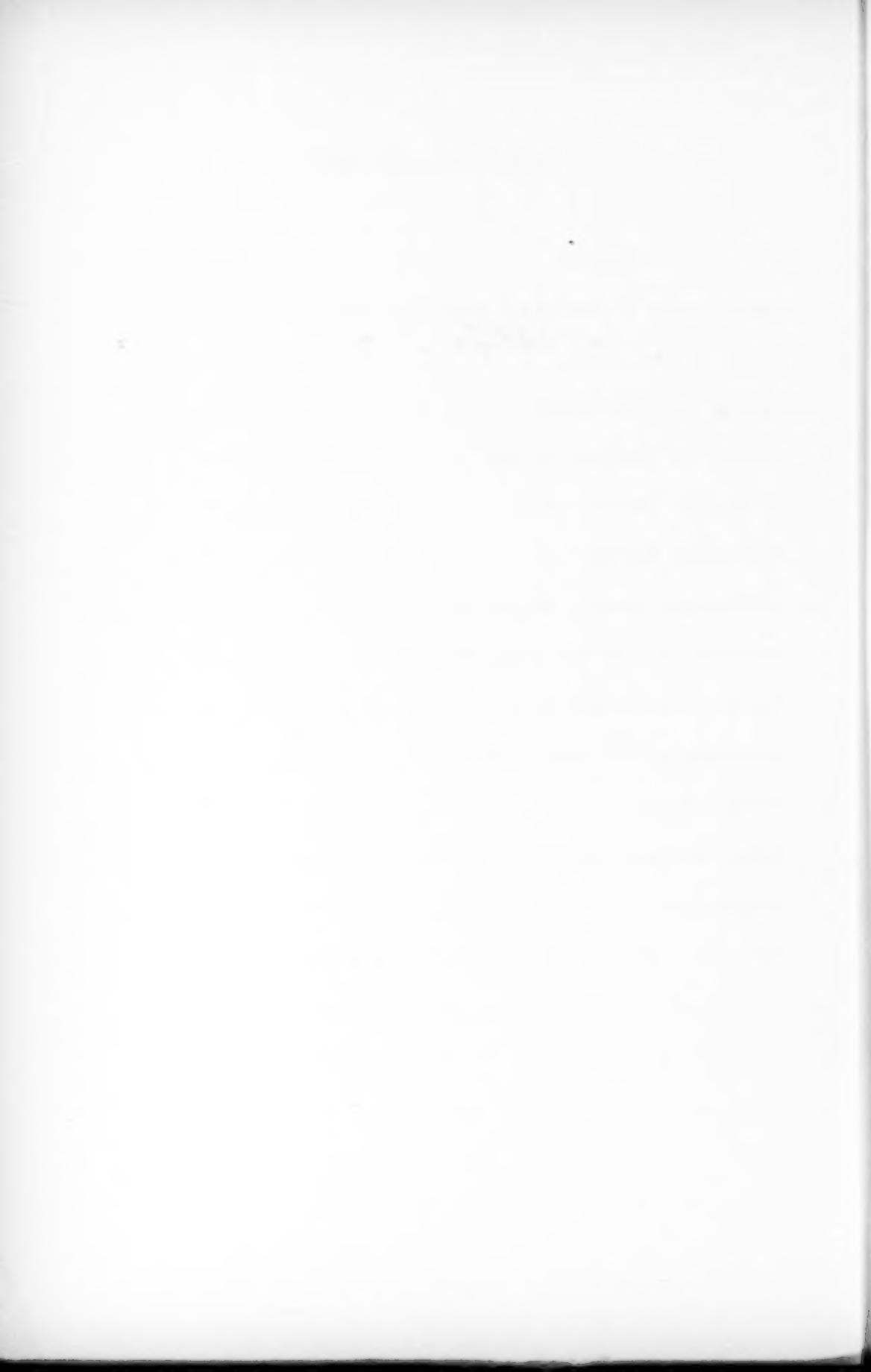


TABLE OF AUTHORITIES

Olmsted Co..Court of Civil Procedure-agreement amendment must be initiated within 30 days of inception as quoted by Judge H. Krieger Olmsted Co. Court Rochester Mn.

Mn. Rules of Civil Appellate Procedure.

103.03 Appealable Judgement & Orders

(b)from an order that grants an injunction.

103.04 The Appellate Court may reverse affirm or modify the judgement or order appealed from or take any other action as the interest of justice may require.

117 Petition for review of decisions of the court of appeals.

Subdivision 1 Filing of Petition- any party may petition the Supreme Court for review of a decision of the court of appeals. The petition with proof of service shall be filed with the clerk of the Appellate Courts within 30 days of the filing of the Court of appeals decision.

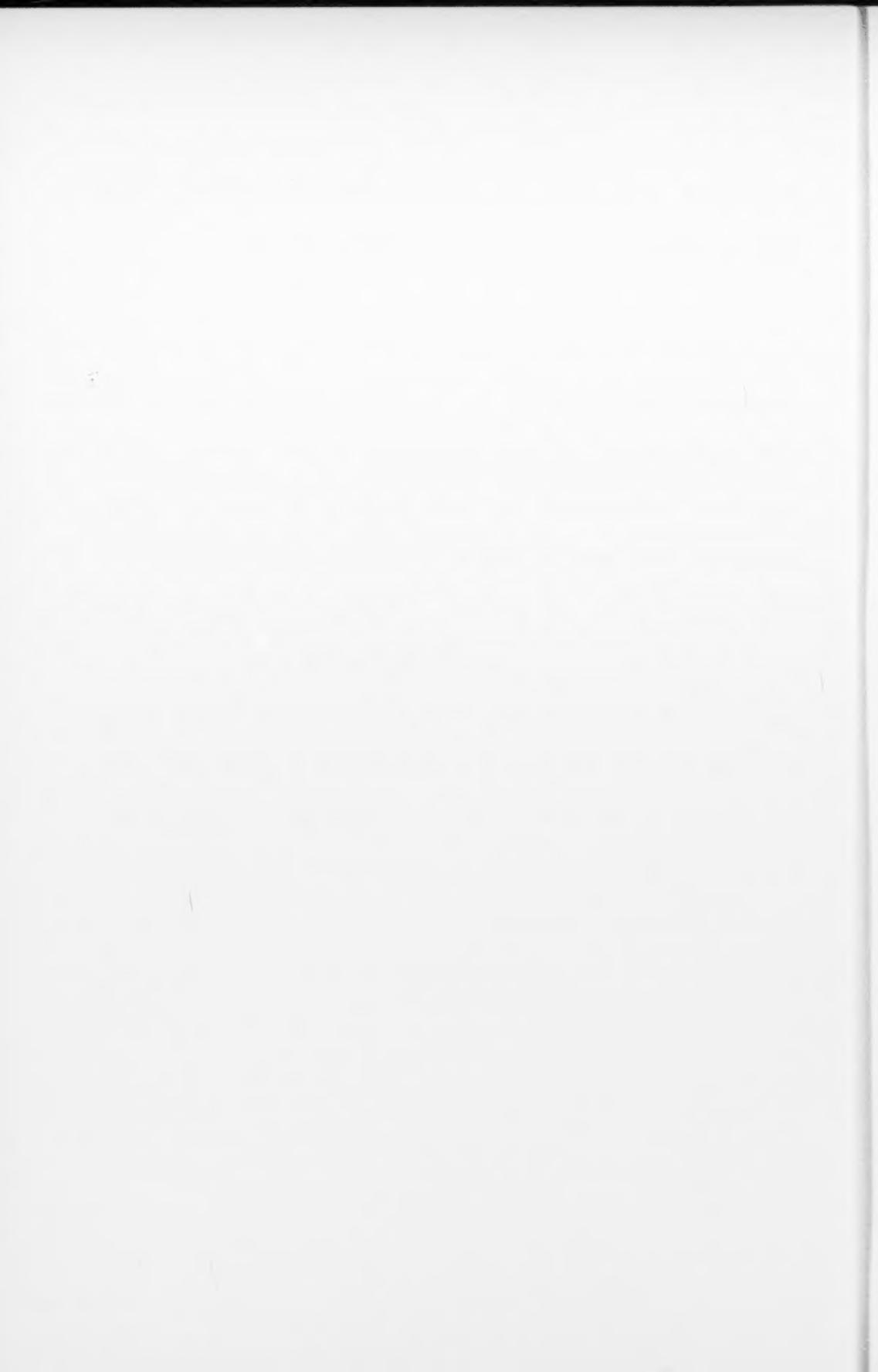


PETITION FOR WRIT OF CERTIORARI ON APPEAL FROM
THE SUPREME COURT OF THE STATE OF MN.

N. Howard Brandt Jr. the petitioner does respectfully request that a writ of certiorari issue to review the judgement of the Supreme Court of Mn. affirming the judgement of not timely filed entered against the petitioner.

OPINION BELOW

It is the opinion of the petitioner that based on the proof of fraud, conspiracy and perjury by members of the judicial system of the state of Mn. the filing of a judgement of not timely filed by the Supreme Court of Mn. was an injustice and an unjustifiable act.



OFFICIAL COURT REPORTS

Trial Court Case #2626 dated 11/27/82 Olmsted Co
Court. Third Judicial District Family Div.
Rochester Mn. 55901

Order to amend Case #2626 dated 23 Feb. 1987

Olmsted Co. Court Rochester Mn. 55901

Order dated 26 May 1987 Olmsted Co. Court Rochester

Appellate File #CX87-1261 Signed 19 Aug. 1987 Mn.

Appellate Court, State Capitol, St. Paul Mn. 55155

Mn Supreme Court File #CX87-1261 Signed 3/18/88

Mn. Supreme Court St. Paul Mn. 55155

JURISDICTION OF SUPREME COURT

I believe the Supreme Court of the United States
has the authority under the Constitution of the
United States & the bill of rights when fraud
has been proven against an American citizen by
members of the judicial system of the State of
Mn. to override the fraudulent court order to
assure justice for all, therefore creating the
writ for certiorari.



CONSTITUTIONAL PROVISIONS

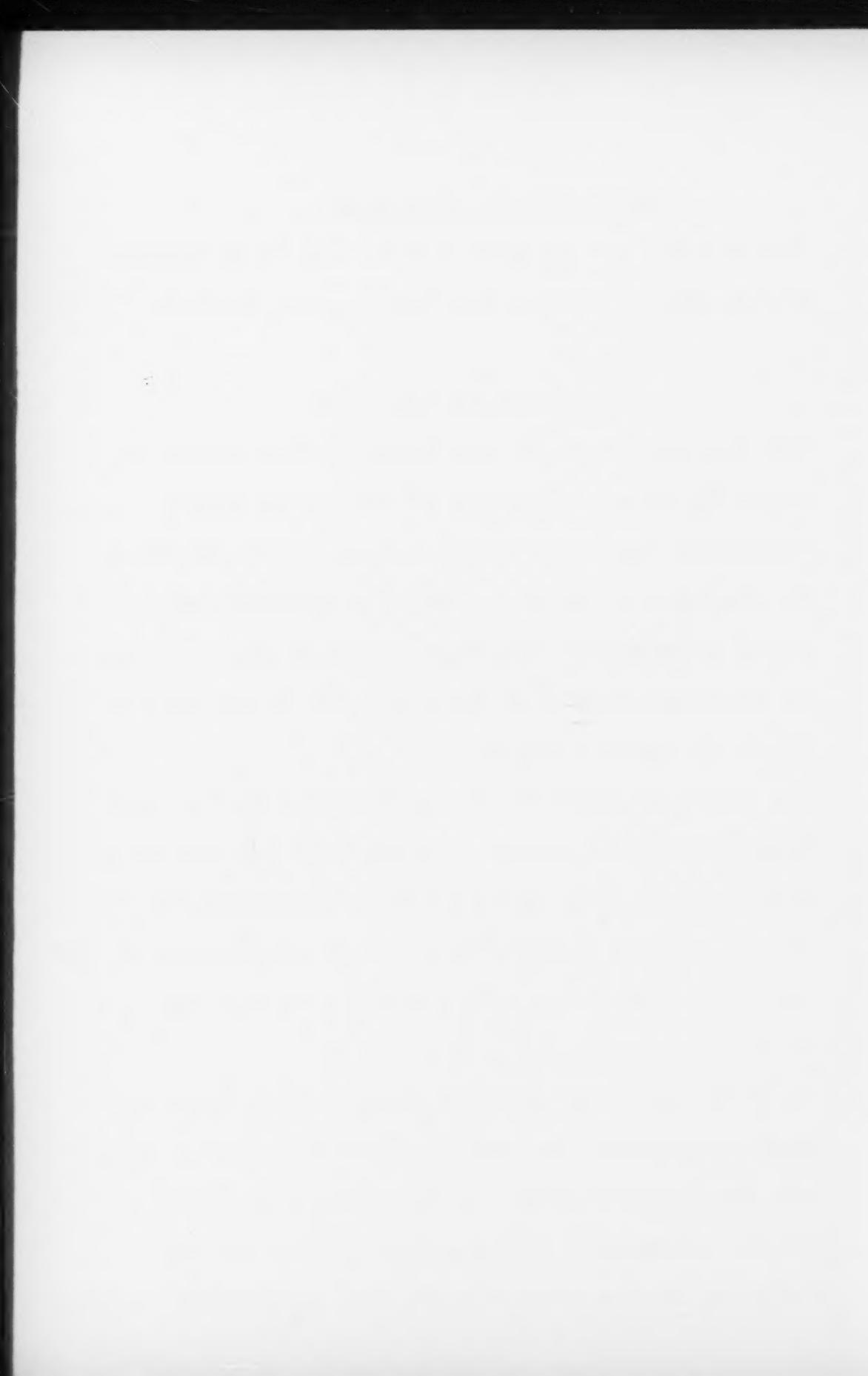
Justice for all as provided by the Constitution of the United States and the Bill of Rights.

STATEMENT OF THE CASE

The Supreme Court of the State of Mn. failed to abide by Rule 117 of the Mn. Rules of Civil Appellate Procedure which allows for a petition to that court for a review of a decision of the court of appeals. The rule requires the petition to be filed within 30 days of the filing of the court of appeals decision.

The court of appeals of the State of Mn. had not been allowed to review an appeal by the petitioner against rule #103.03 Appealable Judgements & Orders from an order which grants an injunction therefore the 30day rule from filing was not valid.

An order had been made by three judges from the Appellate Court that the judgement & orders were not appealable. Again no consideration given to fraud, conspiracy and perjury conduct of the judicial svstem that created the judgements & orders.



The petitioner had also sent a letter to a member of the Supreme Court of the State of MN. asking for a deviation to Rule 117 because of the 3 judge ruling well in advance of the 30 day limit. This justice by name Glen Kelley did not respond for over 100 days again a gross injustice by a member of the Supreme Court.

The petitioner was seeking under Mn. rules of the Civil Appellate rule 103.04 or action as the interest of justice may require and now his only remaining recourse is to seek this same justice from the Supreme Court of the United States. Justice as sought by the petitioner follows:

Sect. III Properties of the parties Par. K items 3&4 of agreement #2626 dated Dec. 27, 1982 between Mary Brandt the petitioner & N. Howard Brandt Jr. the respondent of the State of Mn. County of Olmsted County Court Family Div. be deleted. This generates for the petitioner more than 50% of the combined assets and is unethical an injustice and without merit.

Sect. IV Pension & Retirement Benefits of agreement #2626. dated Dec. 27, 1982 between Mary

27

{

Brandt the petitioner and N. H. Brandt Jr. the respondent be deleted. The respondent retired in Aug. 1985 making him ineligible to receive "Vested Pension Rights".

The order to amend findings of fact conclusions of law order for judgement & decree dated 24 Feb. 1987 signed by Judge Krieger County of Olmsted District Court Family Division Third Judicial District known as File #2626 be rescinded. An order to amend an agreement must be filed within 30 days of the original order and not 4 or 5 yrs. later.

The order dated 26 May 1987 signed by Judge Harold G. Krieger Olmsted Co. Court Family Div. Third Judicial District know as file #2626 be rescinded. The property defined in the order has been sold and is not available for a sheriffs sale.

CONCLUSION

WHEREFORE, FOR THE FOREGOING REASONS A WRIT OF CERTIORARI SHOULD BE ISSUED TO REVIEW THE JUDGE-



MENT OF THE SUPREME COURT OF THE STATE OF MINNESOTA AND CONSEQUENTLY REVERSE THE JUDGEMENT OF NOT TIMELY FILED AND REMAND THESE PROCEEDINGS FOR FURTHER CONSIDERATION OF JUSTICE REQUIRES.

RESPECTFULLY SUBMITTED:

N. Howard Brandt Jr.
-N. HOWARD BRANDT JR., PRO SE-

2011 EDGEWOOD CT.

ROCHESTER MN. 55902

507-288-8857

CERTIFICATE OF SERVICE

I N Howard Brandt Jr. do say that on this date

June 3, 1988 that I deposited in the U. S.

mail service of Rochester Mn. 3 copies of the
entire contents of all the booklets to:

L. D. Downing

PO Box 968

Rochester Mn. 55903

One copy each to the following:

Clerk of Court File #2626

Olmsted Co. Court House

Rochester MN. 55901

Clerk of Courts File #CX 87-1261

Supreme Court of Mn.

State Capitol

St. Paul Mn. 55155

N. Howard Brandt Jr.

N. Howard Brandt Jr.

2011 Edgewood Ct.

Rochester Mn. 55902

507-288-8857

APPENDIX

Agreement #2626 dated 11/27/82

State of Mn. County of Olmsted Family Court Division. In re the marriage of Mary Aileen Brandt Petitioner & N. Howard Brandt Jr. Respondent This agreement made between Mary Brandt Petitioner who may also be referred to in this agreement as wife & N. Howard Brandt Jr. respondent who may also be referred to in this agreement as husband.

RECITAL OF FACTS

1. The true & correct name of the wife is Mary Aileen Brandt that the wife was born on Mar. 5, 1927 and is presently 55 yrs. of age and that the true & correct name of the husband is Norman Howard Brandt Jr. that the husband was born on July 3, 1920 and is presently 62 yrs. of age.
2. The wife currently resides in Florida and the husband resides in Olmsted Co. MN. The parties had resided in the State of MN. for more than 180 days immediately preceding the commencement of these proceedings.
3. The wife has properly commenced the above



entitled proceedings for dissolution of the marriage relationship existing between the parties in Olmsted Co. Court Family Div.

4. The parties have been continuously married to each other since their marriage on July 11 1959 in Pittsburgh Pa..

5. Neither party is in the military service of the U. S. or any of its allies nor has either party been ordered to report for service.

6. There were two children born to this marriage both of whom have reached the age of maturity.

7. During the course of this marriage the parties have accumulated real property, certain household goods, furniture and appliances and other property. However the parties are desirous of amicably settling their differences with to procedural matterschild custody, maintenance of property and debts and other financial matters involving the parties. Now therefore it is hereby mutually stipulated and agreed by & between the parties to the above entitled procedure that in the event the Olmsted Co. Court Family Div. finds that there has been an arretrievable breakdown of the

rrriage relationship of these parties the court
all be and is hereby requested to ratify and
nfirm the following terms & provisions of this
reement and shall be and hereby is requested
incorporate these provisions in its findings
fact & conclusions of law.

PROCEDURE AND JURISDICTION

The husband was properly and duly served with
copy of the summons & dissolution of marriage
Feb. 16, 1981 and that this court has properly
s jurisdiction of this proceeding.

Neither party is now in the military service
the U. S. or any of its allies nor has either
en ordered to report for said service.

The husband will not offer any testimony or
vidence in support of his answer and counter
etition in the above proceeding and will permit
the wife subject to the approval of the court
and without further notice to the husband to ob-
ain a decree of dissolution as a default mat-
r.

MAINTENANCE

ither party shall be liable to the other party



for maintenance either now or in the future.

III PROPERTY OF THE PARTIES

A. The husband shall be granted the home of the parties which was acquired during coverture and which is legally described as follows: Lot 6, Forrest Hills Fourth Sub Div. Rochester Mn. County of Olmsted subject to an existing mortgage to Eberhardt for which the husband agrees to be solely responsible according to its terms commencing with the payment due June 1, 1982 and against claims for which he agrees to fully indemnify his wife. The wife shall execute a quit claim deed conveying his interest in such property to the husband, subject to the lien described herein. The husband further agrees to be responsible for real estate taxes on the property for 1982 and thereafter and he shall be entitled to the income tax deduction for these taxes. The husband shall also be entitled to the income tax deduction for all mortgage interest. In the event the wife fails for whatever reason to execute the above mentioned quitclaim deed, the husband may record a certified copy of the

BEST AVAILABLE COPY

judgement and decree herein to terminate the wife's interest in this real property subject to the lien as provided herein.

B. The husband shall be granted the cottage of the parties which was acquired during coverture and which is legally described as follows : P&K Subdivision Minneaska Township, Wabasha Co. Mn. subject to any remaining obligations to Kreof-sky & Perry for the lot, for which the husband agrees to be solely responsible according to the terms. The wife shall execute a quit claim deed conveying her interest in such property to the husband subject to the lien described herein. In the event the wife fails for whatever reason to execute the above mentioned quitclaim deed the husband may record a certified copy of the judgement & decree herein to terminate interest in this real property subject to the lien provided herein.

C. Each party shall be granted such household property, furniture and appliances and other personal property and personal effects as are now in his or her posession with the exception that

BEST AVAILABLE COPY

the wife will be granted the following personal property remaing in the house of the parties: piano & all piano music china closet and contents including silver plate, oil painting from michaels oil painting at the cottage, 8x10 graduation picture of Barry: 14x18 baby picture of Karen in goldtone frame; fair division of snapshots; antique chest; Rembrandt lamp neddlepoint pillow; Christmas decorations etc.

D. The husband shall be granted the 1977 Cadillac automobile subject to any encumberences thereon for which he agrees to be solely responsible and against claims for which he agrees to fully indemnify the wife.

E. The wife shall be granted the 1968 Cadillac free & clear of all encumberances.

F. Each party shall have the checking & savings accounts now existing in his or her name.

G. Husband shall be granted the 1976 Muskie 550 boat 1977 Johnston 75 HP motor 1976 Spartan trailer.

H. Husband shall be granted all the parties savings bonds.

BEST AVAILABLE COPY

I. Husband shall be granted all the parties IBM stock.

J. The husband shall be granted the balance in the IBM Credit Union, subject to any obligations to the IBM Credit Union for which he shall be solely responsible and against claims for which he shall indemnify the wife.

K. The husband shall give to the wife the sum of \$50,981.10 to complete her share of the division of property between the parties. The sum shall be payable as follows:

1. \$20,000.00 due & payable within 10 days of the entry of judgement herein.

2. The balance of \$30,981.10 due & payable upon the sale of cottage herein before described or July 1, 1985 whichever is sooner.

3. The unpaid balance shall bear interest from the date of judgement until paid at the rate of 12 % per annum.

4. Any unpaid balance shall be a lien upon the homestead and the cottage until satisfied in full with accrued interest.

L. Each party shall be entitled to one half of



the net refunds on the 1981 State & Federal income tax returns.

IV PENSION & RETIREMENT BENEFITS

The husband presently has vested pension rights as of Dec. 1981 in the sum of \$6200.00 per year payable at age 65. As an additional property settlement for her share of these vested pension rights, the husband shall pay to the wife the sum of \$237.25 per month commencing the month he first receives his share of such pension benefits, but no later than age 65. Such payments shall continue on a monthly basis so long as the husband continues to receive such pension benefits.

V DEBTS & OBLIGATIONS

A. Except as otherwise expressly provided herein the husband shall be responsible for all the debts of the parties incurred prior to their separation and shall fully indemnify the wife against any claim therefore.

B. Each party shall be responsible for his own debts or obligations incurred after the separation and each shall indemnify the other.

BEST AVAILABLE COPY

VI INSURANCE

The husband represents that the wife is presently included in the hospital medical and major medical insurance coverage which he presently carries that he shall maintain said coverage for the benefit of the wife so long as it is available to him from his employer under the Mn. State law. The wife shall reimburse him for any costs incurred as a result thereof. He shall furnish the wife with the company name and policy number as soon as possible and notify her accordingly of any changes in that information.

VII ATTORNEYS FEES & COSTS

The wife & husband shall each pay his or her own attorneys fees and costs in connection with these proceedings.

VIII GENERAL PROVISIONS

A. Each party acknowledges that he or she has read this agreement has had the benefit and assistance of independent legal counsel understands the terms and signs the agreement freely and voluntarily, intending that it be a full final & complete settlement of all property rights & other



claims between the parties and in lieu of any and all rights which either party may have to maintenance either now or in the future.

B. This agreement constitutes the entire understanding of the parties and no modifications or waiver of its terms shall be valid unless in writing and signed by the parties or upon a court order provided by applicable law.

C. No waiver of a breach or default shall be deemed a waiver of any subsequent breach or default.

D. This agreement shall be binding upon the parties their heirs personal representative and assigns.

E. This agreement shall be governed by the laws of the State of Mn.

F. Each party shall promptly take steps necessary to execute acknowledge and deliver to each other party any and all instruments and documents which the other party may reasonably require for the purpose of giving fullforce and effect to the provisions of this agreement.

G. The husband and wife represent to each other and the court that they each made a full and frank disclosure of the nature & extent of their



joint and individual assets and recognize the courts continuing jurisdiction in case of non disclosure or after disclosed assets.

SIGNED BY ATTORNEY L.D.DOWNING, ATTORNEY ROBERT W. PATTERSON, M. A. BRANDT & N. H. BRANDT JR.

FILE #2626-ORDER TO AMEND FINDING OF FACTS ETC.

DATED 24 FEB. 1987

State of Mn. County of Olmsted District Court
Family Div. Third Judicial District In Re: The marriage of Mary A. Brandt Petitioner & N. H. Brandt Jr. Respondent.

To Attorney Abbey M. Siedeman

This order serves to amend Par IV of the conclusions of law dated Dec. 27, 1982 relating to pension and retirement benefits. It is the intention of the parties that the provisions of this order operate as an effective assignment of the respondents interest in the retirement plans as set forth below under both State & Federal law for all purposes and constitutes a " Qualified Domestic Relations Order" in compliance with Section 414(p) of the internal revenue code of 1954 as



amended (herein after referred to as IRC), and and section 206(d)(3) of the Employee Retirement income security act of 1974, as amended (herein after referred to as ERISA)

IT IS HEREBY ORDERED THAT

1. Pursuant to IRC Sec. 401(a)(13) and 414(p) and (b) and ERISA Section 206 (d)(3) relevant section of IRC and ERISA are hereinafter cited after provision and in accordance with domestic relations law. the petitioner is hereby assigned the respondents right title and interest in and to the IBM Retirement Plan (herein after referred to as the plan) IRC Sections 414(p)(1)(b) and 414 (P)(2)(d). ERISA Sections 206(d)(3)(b) and 206 (d)(3)(c)(iv).
2. The petitioner is awarded the sum of \$237.25 per month commencing Aug. 1, 1985 from the respondents retirement benefits held in the plan sponsored by the former employer IBM Rochester Mn. IRC Section 414(P)(2)(b) and (c): ERISA Section 206(d)(3)(c)(ii) and (iii). Respondent as of Feb. 1, 1987 is in arrears in the amount of \$4507.75 which petitioner is hereby granted.

3. The address of the plan subject to this order is IBM Armonk New York 10504 and it is administered by Director of Employee Benefits. IRC Section 414(p)(2)(d): IRSA Section 206(d)(c).

4. The respondent is the participant in the plan. His address is 2011 Edgewood Ct. Rochester Mn. 55902. The petitioner is the alternate payee. her address is 300 Venetian Drive #1 Clearwater Fla. 33515.

5. The plan administrator shall pay to the alternate payee, wife the above described monthly benefit of \$237.25 in such a manner as the payee may elect, consistant with the available payout options under the terms of the plan, except that an option and or election to receive payments in the form of a joint surviver annuity not be available to her. The plan administrator shall at the option of the alternate payee, petitioner make payments to petitioner at any time on or after the respondent attains or would have attained the earlies retirement age under the plan. IRC Sections 414(p)(2)(c) and 414(p)(3)(a): ERICA (d)(3)(d)(i).



6. Benefits payed to the alternate payee petitioner shall not exceed the benefits (determined on the basis of acturial value) to which the participant respondent is entitled under the plan. IRC section 414(p)(3)(b): ERISA 206(d)(3)(d)(ii).

7. The alternate payee petitioner shall not be entitled to plan benefits that are already required to be paid to another altrnate payee under another order previously determined to be a qualified domestic relations order. IRC Section 414(P)(3)(c): ERISA Section 206(d)(3)(d)(iii).

8. In the event that it is subsequently by the plan administrator or by the court of competent jurisdiction or otherwise that the provisions of this paragraph fail to meet the requirements of a qualified domestic relations order both parties shall cooperate fully and execute any and all documents necessary to obtain an amended judgement and decree containing an order of the court meeting all requirements of a qualified domestic relations order and this court expressly reserves jurisdiction over one half of the respondents retirement benefits in the plan in order

to effectuate the assignment of retirement benefits order above.

9. This order may be served on N. H. Brandt Jr. by mailing a conformed copy of this order to him at 2011 Edgewood Ct. Rochester Mn. 55902 Dated Feb. 23, 1987 signed by HAROLD G. Krieger Judge of District Court.

File #2626 Order Filed 26 May 1987

State Of Mn. County of Olmsted District Court
Family Div. In re the marriage of Mary A. Brandt
& N. H. Brandt Jr.

To: L. Downing, N.H. Brandt Jr., Wabasha Co.
Sheriff.

The above entitled matter came on for hearing before the undersigned Judge of District Court in the County of Olmsted at a special term held on the 6th day of May 1987 at the court house of Rochester Mn. pursuant to notice and by motion by the respondent. Also appearing were unresolved issues on behalf of petitioner from an order to show cause dated Aug. 20, 1986. The petitioner appeared by her attorneys O'Brian Ehrick Wolf



Dean & Downing of Rochester Mn. with L. D. Downing in attendance. The respondent appeared in person. From a consideration of the arguments of respondent and counsel and based upon all the files and records herein, the court hereby finds and orders the following:

1. The respondents motion is frivolous, without merit and in all respects denied.
2. Respondent is in willful contempt of court for failure to abide by Sect. III(k)(2) and sect. IV of the amended Judgement & Decree herein dated Dec. 27, 1982. Any further evidence of contempt by respondent shall result in issuance of a bench warrent for respondents arrest to be brought before this court for sentencing.
3. Respondent owes petitioner the sum of \$14,236.68 plus interest from Oct. 7, 1986 as provided in the amended judgement under the terms of Sect. III(k)(2).
4. Respondent owes petitioner the sum of \$5219.50 as of May 1987 under the terms of Sect. IV of the amended judgement. Judgement should be entered against respondent and in favor of petitioner

BEST AVAILABLE COPY

in that sum. This sum made a lien upon the real-estate herein described.

5. The above sums are past due. Therefore it is furthered ordered that the Sheriff of Wabasha Co. shall forthwith arrange for and conduct a Sheriffs sale with respect to the following described real estate in Wabasha Co. Lot #1 P&K subdivision Mineaska Township. Wabasha Mn. for the purpose of satisfying all or part of respondents remaining obligations to petitioner as described above. The net proceeds of sale shall be paid to petitioner to apply upon respondents obligations herein plus accrued interest. The remaining balance if any shall be paid to respondent.

6. Respondent shall forthwith pay to petitioners attorney the sum of \$350.00 to apply upon her attorneys fees necessarily incurred to defend against respondents motion which was not brought in good faith as provided in Mn. Stat Sec. 549.21. It is further ordered that this order be served by mail-
, a conformed copy of this order to him at his address 2011 Edgewood Ct. Rochester Mn. 55902
Signed 21 May 1987 Judge H.G. Krieger.

BEST AVAILABLE COPY

FILE #CX-87-1261 STATE OF MN. IN COURT OF APPEALS

In Re marriage of M. A. Brandt Petitioner , respondent VS. N. H. Brandt Jr. Appellant Order based upon the file. record and proceedings herein and because:

1. On June 26, appellant filed this appeal seeking review of an order dated May 26, 1987 and a judgement entered Feb. 24, 1987.
2. There is a question whether the court has jurisdiction in this matter. IT IS HEREBY ORDERED:
 1. The parties shall have 10 daye from the date of this order to simultaneously file informal memoranda in quadruplicate on the issues: (a) Is the May 26 order appealable? (b) Has a judgement been entered pursuant to the May 26,order? If so when? (c) Has the order dated Feb.23,1987 been certified as an amended judgement? If so when? (d) Is the Feb. 23 order appealable? (e) Is the appeal from the Feb. 23 order or judgement timely? (f) Has appellant been sentenced for contempt?
 2. Appellant's memorandum shall clarify the specific issues to be raised in this appeal and include a copy of the moving papers considered by the

trial court on May 6, 1987 and the Dec. 27, 1982 judgement.

3. The parties memoranda shall be filed with the Clerk of the Appellate Courts at 230 State Capitol SR. Paul Mn. 55155.

4. Failure to comply may result in such sanctions as the court deems appropriate, including dismissal. Dated 7/17/87 Chief Judge P. S. Popovich

ORDER CASE #CX-87-1261 COURT OF APPEALS ST. OF MN.

In Re the marriage of M. A. Brandt Petitioner Respondent Vs N. H. Brandt Jr. Appellant

Considered and decided by Popovich Chief J.

Wozniak J. and Nierengarten, J. based upon the file records and proceedings herein and because:

1. On June 26, 1987 appellant filed appeal seeking review of an order filed May 26 and an order dated Feb. 23, 1987.

2. On July 17 this court questioned jurisdiction and directed the parties to file memoranda on the issues. (a) Is the May 26 order appealable? (b) has a judgement been entered pursuant to the May 26 order? If so when? (c) has the order dated Feb.

23, 1987 been certified as an amended judgement? If so when? (d) Is the Feb. order appealable?(e) Is the appeal from the Feb. 23 order or judgement timely? (f) Has the appellant been sentenced for contempt? Memoranda have been filed. Respondent also moves to dismiss claiming appellant has not filed a cost bond.

3. The Olmsted Co. Court Administrator's office has informed the court that appellant has filed a cost bond.

4. The portion of the May 26 order finding appellant in contempt of court is not appealable because no sentence was imposed and thus it is in effect a conditional order of contempt. See generally Tell v. Tell 383 N.W.2d 678, 685(MN. 1986) The contempt order would not become final and appealable until the court imposes some type of sentence or sanction for the contempt.

5. The portion of the May 26 order directing entry of judgement for the property award and pension payment arrearages and that the judgement shall constitute a lien against certain real estate is not appealable under Minn. R. Civ. App. P103.03

That portion of the May 26 order would be reviewable in an appeal from an amended judgement entered pursuant to the May 26 order. See Minn. R. Civ. App. P. 103.03(a). Similarly the portion of the May 26 order directing foreclosure of the lien and sale of the real estate to satisfy the arrearages would be reviewable in an appeal from an amended judgement.

6. An order denying a motion to modify a property division award is not appealable. See generally Angelos v. Angelos 367 N.W. 518 (Mn.1985). To the extent appellant seeks review of the portion of the May 26 order refusing to modify the 1982 amended judgement and the pension benefits awarded to respondent in the judgement that portion of the order is not appealable.

7. The Feb. 23 order amending a portion of the 1982 amended judgement and modifying the method of payment of the pension benefits to respondent is not appealable under Minn. R. Civ. App. P.103.03
IT IS HEREBY ORDERED THIS APPEAL IS DISMISSED AS TAKEN FROM NONAPPEALABLE ORDERS. Dated Aug. 19 1987 by the court Chief Judge Peter S. Popovich

Case #CX87-1261 STATE OF MINNESOTA IN SUPREME

COURT

In re the marriage of : M.A. Brandt petitioner
respondent vs. N. H. Brandt Jr. Appellant
ORDER Based upon all the files, records and pro-
ceedings herein, IT IS HEREBY ORDERED that the
petition of N. H. Brandt Jr. for further review
be and the same is, dismissed as not timely filed.

Dated 3/18/88

Chief Justice Douglas K. Amdahl
Popovich, J. took no part.

April 7, 1988

Board on Judicial Standards
Mn. State Bank Building
St. Paul Mn. 55155

Re: Ethical Practises of Judges Krieger, Popovich
Wozniak, Nierengarter and Kelley.

Dear Board members:

I believe the behavior of Harold G. Krieger Judge
of District Court Olmsted Co. Rochester Mn., Judges
Popovich, Wozniak and Nierengarter of the Appellate



Court of the State of Mn. and Glen Kelley Justice of the Supreme Court of Mn. have unduly influenced the following orders to Norman Howard Brandt Jr. and are unethical and subject for review for appropriate action.

- Order to amend Court File #2626 dated 11/27/82 of District Court Family Division Olmsted Co. Third Judicial District signed by Judge Krieger 2/23/87.
- Order in State of Mn. In Court of Appeals CX-87-1261 filed Aug. 20, 1987 signed by Peter S. Popovich Aug. 19, 1987 for dismissal as taken from non appealable orders.
- Order in State of Mn. in Supreme Court CX-87-1261 filed Aug. 18, 1988 signed by the Chief Justice of the Supreme Court Douglas K. Amdahl that the petition for further review is dismissed a- not timely filed.

Judge Harold G. Krieger by his own admission in his court room on 5/6/87 committed fraud when he signed an order on 2/23/87 to amend Court File #2626 dated 11/27/82. He said in the transcript for the 5/6/87 hearing on page 16 " If in fact



there was to any consideration given to your position some 6 years later that position should have been determined within 30 days of this matter being filed and it being served upon you as a divorce settlement." Judge Krieger must leave the agreement #2626 Par IV read " Vested Pension Rights" as stated in 1982 and any other action on his part in my opinion would constitute fraud.

Larry Downing attorney for the petitioner, respondent Mary Brandt knew well of the 30 day rule for amending an agreement, yet his representative attorney Abbey M. Seideman presented the order to amend to Judge Krieger for processing and in my opinion committed malpractise and generated a conspiracy with Judge Krieger against N. H. Brandt Jr. To commit fraud. This is especially true when his client Don Lindberg quoted to me in his memo of 5/18/87 " Judy(his wife) agreed not to touch any of his pension. (attachment). This constitutes double standard one for his male clients and one for females. This in my opinion is attempted larceny and attorney Downing has made Judge Krieger a party to a crime. This behavior cannot be tol-

erated in a court of law.

Judges Popovich, Wozniak and Nierengarten in their order filed Aug. 20, 1987 in Par. 7 " the Feb. 23 order is not appealable under Minn. R. Civ. App P 103.03 Appealable Judgements and Orders (attached). (b) from an order which grants an injunction.

I have comments of this under Section I about Judge Krieger. I would have expected their decision that Judge Krieger broke the law by granting an order untimely and that the order therefore would be rescinded. Based on this behavior I would ask their entire order be reviewed for irregularities.

On Sept. 10, 1987 I wrote to Skip Humphrey with a copy to Glen Kelley asking Justice Kelley for a review of the facts of my case so I could appeal to the Supreme Court of Mn. for Justice. Justice Kelley was well aware of my plight because he and I had corresponded in Aug. 1987 relative to the Lawyers Professional Responsibility Board (attachment). This is why I wrote to Justice Kelley in Sept. asking for his help. Because I received

no answer from Justice Kelley I wrote again in Jan. 1988 saying Judges Popovich, Wozniak and Nierengarten do not make up the Appellate Court therefore what do I do to have my case reviewed by the Supreme Court? I assume they will only review an appeal from the Appellate Court.

Justice Kelley waited until Jan. 19, 1988 or for 131 days to send me an answer that could only have been known by a member of the Supreme Court and certainly not by a lawyer or an attorney. What really amazed me at this justice when he wrote " I cannot advise you with respect to the law". Sending me a 3x5 card on Sept. 11, 1988 saying "Use rule 117" is giving me advise with respect to the law? I believe it is giving me a deviation for which there is no law or procedure and based on this unethical behavior I ask for a review of this injustice to a senior citizen of the State of Mn. by a Justice of the Supreme Court.

Needless to say when I tried to use Rule 117 and have the appeal reviewed by the Supreme Court they used rule 117 and dismissed it as not timely

filed thanks to Justice Kelley. (Rule 117 attached). Because I have not had and now cannot have my request for appeal reviewed by either the appellate Court or the Supreme Court of MN. I will issue a Petition for Certiorari to the Supreme Court of the United States of America with a supporting brief (attachment). I will use this document as evidence in my pursuit of justice.

Because of the behavior of the judges of the State of Mn. and my belief I could never receive justice from them I declare my signature and the entire agreement #2626 dated 11/27/82 in the Olmsted Co. Court Family Division to be null & void. I hope you will agree with my decision. I will look forward to hearing from you. Sincerely Yours
N. H. Brandt Jr.

cc:

Justice G. Kelley
Judge H. Krieger
Judge Niergarter
Justice P. Popovich
Judge Wozniak